

(Continued from page 37)

IT IS THE HOME TEA OF THE WEST



There are good reasons why Blue Bird is the home tea of the West. It is guaranteed satisfactory. A small amount of Blue Bird tea makes more tea than a much larger quantity of other teas. The superior flavor of Blue Bird is noticeable at once, by a packet. If you don't find it satisfactory, return the balance to your grocer and he will refund your money.

NEWS OF STRATHCONA

CONSTRUCTION CO. PRESENTS ITS CASE

Special Meeting of the Strathcona Council Held Yesterday at Which the Sewer Extension Contract is Discussed at Length at Meeting.

The Strathcona city council met yesterday afternoon to discuss the relations existing between the city and the Manley Construction Co., who have the city thousand dollar contract for the new trunk sewer and lateral being constructed by the city this year.

There were present Mr. Boyton, representing the company and Mr. A. Mackie, representing the bond holders, A. H. Allan and W. B. Pouchet. On behalf of the company, Mr. Boyton submitted the following comprehensive statement of their position up to the present time:

The company's position.

During the end of April and the beginning of May of this year the city council advertised for tenders on the specifications and profiles, which were drawn at their engineers' office, for profile better than in pencil only, and the specifications showing the work to be done in sections of no more than each. Each section to be tendered for separately and the specifications called for a bond with personal security to the extent of 20 per cent of the contract. The Manley Construction Company, Limited, tendered on these plans, specifications and profiles for certain work, the total cost of which would total \$16,940 below the next lowest tender, which was put in by Hutton and Wilson, and the company thereupon rendered a marked cheque for \$26,600 and vouchered to obtain, if possible, corporation bonds of a certain company as surety. Early in June the city engineer asked the company to construct the western portion of White Avenue lateral, between the Fourth and Fifth streets east, so that they could make house connections and get water ready for the forthcoming paving construction. On the company's engineers' advice the company refused to do so as it would entail working from the wrong end of the sewer, which was against

engineering principles and Mr. Neville, the company's engineer called on some of the members of the council and asked them to sign a resolution to the effect that the city should not be held responsible for the cost of the sewer extension contract.

Ordered work to start.

In spite of the company's refusal and during the absence from town of Mr. Tucker, the managing director of the company, who had charge of the company's men to go on the job and start work. On Mr. Tucker's return he met Ald. Richards at the work, who heard Mr. Tucker protesting to the former against the engineer's action and on his joining in the conversation, Mr. Tucker again explained the company's difficulties in regard to the particular piece of construction. The White Avenue work resulted owing to city engineer's action, taken in conjunction with the excessive rains and flooding, in a loss to the company of \$550.00 and necessitated extra pumping night and day for several weeks in the ordinary course. Mr. Tucker was subsequently requested to move the sewer and water committee to discuss this extra work and they admitted the difficulty and agreed to proceed to allow half the cost of pumping.

Mr. Tucker claimed all costs of the pumping but agreed to accept the half the committee's request and relying on his statement, that it would put the city council in a better position with the rate payers and that in return the council would more than make it up to the company in other ways. The company's men started work on the outfall and interfering sewer and when they had done part the engineer found a diversion of the sewer necessary because of the opposition of the proprietors of Anderson's brick yard and corner, above the work originally contemplated and after three days the city cut. And owing to excessive rains the company lost heavily on this work. This time the company was working night and day and on

days on account of the excessive rains, although the city had at this time laid off all men on their own account. The contract was for the sewer extension to the 18th of June, the city engineer put a time estimate of work done by the council, who, however, said back cheque, saying that the contract had not been signed although the personal bond (afterwards accepted) had been handed in and the council turned down the estimate, and this was reported in the press which put the company's workers at the city and the company could not get bonds and made the workers lose confidence in the company and also made the company's creditors suspicious. The real reason why the contract had not been signed was because the profiles were still in pencil only, owing to the city's own fault. In consequence of what had happened, Mr. Tucker resolved to attend the next meeting of the city council on the 26th and 27th of June. The city engineer gave a signed estimate for \$11,115.50 on Number 1 contract and \$239.41 on contract Number 2, due for work done according to specifications and about \$11,445.40 for extra or \$13,715.91 in all. The contract was not yet signed and the city waived corporation bond and agreed to accept a personal surety and when contract was signed and both perfected the city gave company cheque for \$11,714.15 being the amount less 20 per cent hold back, part of which was then actually paid. The company then paid their men and continued the work until the second fortnightly estimate fell due. On July 11th the engineer issued second estimate being \$1,623.15, which was issued and cheque given company \$1,111.52, balance of \$237.52 being held back. The men were then paid.

Second Further Delay.

In the middle of July, engineer further delayed company by mistake in the contract. The engineer then paid the city engineer and the secretary-treasurer and asked for this payment to be included in estimate No. 2. The city engineer stated that the 15 per cent hold back was never intended to be paid that way. Mr. Tucker claimed that under the contract it would be paid. The engineer then said that it would not be allowed. Later the company's engineer informed the council and claimed the 15 per cent hold back, pointing out that it represented the company's profits, and that the hold up of this would severely embarrass the company. The company's claim was refused and not even referred to the city's solicitor. The week following Mr. Tucker had a long talk with the former's office and gave them statement of the company's financial position and outstanding liabilities and again referred to the action of the city holding this 15 per cent hold back. The company continued working on both constructions until estimate No. 4 was passed through the council on August 8th. On Wednesday, August 9th, Mr. Tucker phoned the secretary-treasurer requesting asking if the cheque was made out. He was eventually informed later in the afternoon that the mayor was away and that the cheque would not be signed until next day.

Men Went on Strike.

Next morning, Thursday, the 14th of August, over two hundred of the company's men engaged on both contracts went on strike and held the city hall. Mr. Tucker went to the city hall at 11:15 a.m. and found the cheque was not even then made out, protested to the mayor and secretary-treasurer at the delay in signing the

cheque. The mayor said he thought he had signed it before going away. He evidently signed it. The men meantime were waiting in a body outside the city hall. Mr. Tucker deposited the cheque with the company's bank, the Royal Bank of Canada, that day owing to the hold up of the 15 per cent amount was not enough to meet the pay roll. The men were still on strike and clamoring for their money. The city hall was then closed and the city threatened proceedings if the cheque was not made good by the city. The city stopped cheque, as the only way out of the difficulty, requesting the company's bondsmen and themselves to sign a document requesting payment of \$2,000 out of the holdback. The city said the men themselves. The company continued working under great difficulties and several hundred men were kept on the job. The city was prevented by the following payment, August 22nd, who estimate No. 5 was presented by the city engineer and passed through council. The secretary-treasurer deducted payment of \$141.10 cheque, that they should have been paid for work done by the city. The city said it had paid it to the Royal Bank and it was the city's money.

Engineer Refused Estimate.

The company continued to work until estimate No. 6 became due on September 6th, but the engineer refused to put through any estimate in spite of the fact that work had been done which should have been paid for. The city then threatened to sue the company. Mr. Tucker had written the chairman of the sewer and water committee in previous letter, asking for the city engineer. The letter pointed out that owing to excessive rains the city engineer had had to keep men working over stretches of the sewer and water committee had not gotten down to grade, because of high water and asked that the city should pay for a portion of this work as far as it had gone. The letter was not received and no explanation of the situation made either by the engineer or chairman. The engineer in his previous letter had asked for communication from the company merely said that he would meet pay roll. Had he made suitable explanation he would have had no occasion for the subsequent meeting of the sewer and water committee asked for by the company. The engineer after council had adjourned, Mr. Tucker met them in lobby, told true facts and induced them to hold a committee meeting at once which lasted from 11 o'clock to 12 o'clock. The committee agreed to pay a sum on account of work done which the company claimed as payable under contract.

Company Paid Men.

The company paid the men the following day. The company continued until estimate No. 7 became due on the 19th of September. During the month of September the company had been working on sewer on First Avenue east in West End and between 4th and 7th streets, when this work was halted by the city engineer, without consulting the company moved the company's men to another part of the city. The company's men in a condition likely to cause damage. On company charging up the grades given by engineer on First Avenue they found that the engineer had again made a mistake, which necessitated considerable extra digging and increased the cost and delayed completion of the work. Mr. Tucker asked engineer for payment on the 18th of September at 31 cents a foot for extra digging and engineer had not dealt with it. Also when the city was taking over the work, Thursday, the 14th of September, engineer was notified for the grades for the turning of the 12th of September. His assistant promised to attend at that time. The machine went to work early and owing to their being to grade the company could not pay by after machine and such things as the company had and the work was used in timbering the trenches, but in spite of this one hundred feet of ditch earth is and had to be re-dug and the letter asked for compensation. The engineer's men did not give necessary grades until after the paving in.

Said City Would Take Over Work.

The city inspector on the Mill Creek, working on several occasions informed the company's foreman and men that the city would be taking over the work and that they would soon have plenty of men working on the job. This demoralized the company's employees. On the 15th inst. from 8:30 to 10:30 a.m., Mr. Tucker and his solicitor attended a council meeting which was postponed until next morning. Mr. Tucker attended with the solicitor the following morning at 10 which he did and although the meeting was held and these letters dealt with, Mr. Tucker and his solicitor were given no opportunity of explaining or arranging the matters therein referred to.

At the meeting Mr. Boyton suggested that the best way out of the present difficulties was for the city to suspend the company by waiving their claim to hold the 15 per cent hold back and to nominating an official of the city council to approach the workmen and restore their confidence in the company which had been lost owing to the city's actions.

The matter was then referred to the water and sewer committee and it was recommended that arrangements satisfactory to all parties and likely to produce the best results toward speedy completion of the work be likely to be completed within the next day of 19th.

P. M. FILDES ATTEMPTS TO TAKE HIS OWN LIFE

Well Known Edmonton Young Man Shot Himself Through the Head Last Night—He was Not Found of Death in the General Hospital.

As the result of an attempt to commit suicide last night shortly before midnight, P. M. Fildes, a young man who was in the General Hospital with a bullet wound through his head, his recovery is thought to be impossible though he was still living at the time of going to press.

The affair took place at room nine in the Jasper block, Jasper Avenue west, where the unfortunate young man lived with a friend A. L. McLean in the employ of Hoss Iron. McLean was asleep at the time of the shooting. He was awakened by a revolver shot and found Fildes lying on the floor with the still smoking revolver near by. Dr. J. L. Hager was summoned and the police notified. The young man was taken to the general hospital where everything possible was done for him. He was unconscious when found and remained all night in that condition.

The shooting was done with a 22 calibre German automatic revolver. The bullet entered the right temple and passed through the head to the eye going out on the left side and embedding itself in the wall. The room where Fildes lay was in a partially derelict condition lying in a state of confusion.

No reason has been assigned for the act but it was apparently from depression for some time as the result of excessive use of alcohol.

"Scotty" Fildes as he was generally known throughout the city was one of the best known young men in Edmonton. For a number of years he has been in the employ of the general office of the Hudson Bay Co. but at the time of the shooting of the late month of June he was engaged in his own business, a native of Scotland who came to this city about ten years ago.

CAMPBELL WILL LOSE DEPOSIT.

Conservative Candidate Will Receive a Bad Result.

Conservative Candidate Campbell in Strathcona received a bad beating at the hands of J. M. Douglas and will lose his deposit.

Mr. Campbell's majority by the vote of 2,388 and there are still 27 polls left from which will further increase the Liberal member's lead.

Strathcona was the only place of importance to give the Conservative a majority. It was here that Douglas from his home town was more than offset by Westkline, which gave him a good majority, though Mr. Campbell is a prominent resident of the Elevator City.

Gold Lost Recovered.

Edmonton, Alaska, Sept. 25.—The \$35,000 in gold dust stolen from George Friend and armed guards last Friday was recovered soon after the robbery by a posse which chased the thief. Closely pressed they were obliged to abandon the heavy armor which contained the 140 pounds of metal which it contained. The reward of \$2,000 offered for the capture of the robbers, was left standing and after the gold was found hundreds of miners continued to hunt for the criminals.

LIME

Fresh Burnt White Lime
Quality Price Guaranteed
BOOST YOUR OWN CITY
By Buying Lime made in Edmonton

Phone 2158
(Office Cor. Third & Athabasca)

ORPHEUM PROGRAM

TUESDAY

Chariton Hurricane and Flood taken by a special live photograph.

Matt and Jeff make a hit.

Philer's Comedy Kings and Other Pictures.

Miss M. A. Webb in song selected.

Orpheum, where everybody goes.

Real Estate Office

FOR SALE

Centre of City. Ground floor. Will sell fixtures AT COST

Apply Box 64 Bulletin.

INSURANCE

FIRE
LIFE
MARINE
HEALTH
ACCIDENT
AUTOMOBILE
PLATE GLASS
SURETY BONDS
TOURISTS' BAGGAGE
EMPLOYERS' LIABILITY

McGeorge & Chauvin

Local Agents
Norwood Block Telephone 1726

THE ALBERTA MILLING CO. LIMITED

Manufacturers of High Grade Flour
EDMONTON ALBERTA

Try a Sack of "CAPITOL" or "SUPERIOR." They Have No Equal.

We make a Specialty of Chop Feed.
Call or write for prices.

Capital, Best and \$6,000.00
Total Assets (over) \$50,000.00
May 31, 1911.

UNION BANK OF CANADA

Sale Notes

If you wish to realize at once on your Sale Notes we will negotiate them for you on very favorable terms.

If you do not want the money till the notes are due, you can save yourself trouble by leaving them with us for collection. We collect and remit to you promptly, at a small charge.

EDMONTON BRANCH
Manager, J. A. ANDERSON

JIM MORRIS & COMPANY

Children's, Misses' and Ladies' Coats

Fall and winter completed importations are here. Also the crisp, cool days that suggest such a need.

Children's Warm Long Coats

Smartly and well made of Blanket Cloth, Broadcloth, Beaver and Cheviot. Colors are cardinal, crimson, navy, myrtle and brown. All are smartly trimmed and tailored. Sizes 2 to 8 years. Specially priced, \$4.25 to \$8.00.

Misses' Coats

Are shown in the above-mentioned coats. All are smartly tailored and trimmed chiefly with braid and buttons. Sizes, 10 to 14 years. Priced at \$4.50 to \$12.00.

Ladies' Full Length 54 Inch Coats, semi-fitting and specially tailored garments. The selectio is immense, included are all the smart weaves in fancy and plain cloths. Look our great selection over before you think of buying. Sizes from 32 inches and up. Specially priced, \$13.50 to \$27.00.

270-76 Jasper Avenue East

A dainty, quickly-served and satisfying breakfast for folks who like good things to eat.

Made of selected Indian Corn—cooked, rolled into thin bits and toasted in a particular way.

"The Memory Lingers"

Sold by Grocers.

CANADIAN POSTUM CEREAL CO., Ltd.
Windsor, Ontario, Canada



